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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

STEPHEN L. D'ARCY
UNDERSHERIFF

To: Honorable Board of Supervisors
Date: March 7, 2006
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Subject: Interstate Agreement for Cross Designation of Law Enforcement Officers

EN Bonner

ACTION REQUESTED

Your Board's approval is requested for the Interstate Agreement between Placer County Sheriff-Coroner-Marshall and Washoe County Sheriff for cross designation of law enforcement officers. This allows each county to provide mutual aide to each other in consideration of the adjoining contiguous border that has been experiencing increased interstate criminal activities. Each county will be responsible for the compensation related to their officers. The term of this agreement begins upon full execution of the agreement until cancelled by either party with 30 days written notice.

BACKGROUND

The Sheriff's departments of Placer and Washoe counties have been experiencing increased criminal activity in the areas adjoining the contiguous border between Placer County and Washoe County, Nevada. This situation has been reviewed. Each acknowledges that criminal activities are being increasingly pursued without regard to geographical or political boundaries. In order to provide a higher level of mutual aide cooperation, it is desirable for each agency to voluntarily assist each other to combat interstate criminals through the interchange of law enforcement personnel, services, equipment, and facilities through the expanded exercise of general law enforcement powers. This can be accomplished, pursuant to California Penal Code Sections 830.6 and 832.6 that allows the Sheriff to appoint reserve or auxiliary deputy sheriffs with full "peace officer" authority as long as the officer is working under the supervision of a California Peace Officer. Additionally, interstate agreements are further authorized under California Government Code Sections 6500 et seq. Washoe County is similarly authorized under Nevada Revised Statutes Sections 277.080 – 277.180. Your Board's approval of the Interstate Agreement is required.

FISCAL IMPACT

There will be no additional staff, equipment or services requested under this agreement. Existing resources will be used, when needed, to provide mutual aide cooperation with Washoe County to combat interstate criminal activities. There is no additional fiscal impact.

**INTERSTATE AGREEMENT FOR CROSS DESIGNATION OF LAW
ENFORCEMENT OFFICERS**

This Agreement, made and entered into this _____ day of _____, 2_____, by and among the PLACER COUNTY SHERIFF'S DEPARTMENT, state of California and WASHOE COUNTY, a political subdivision of the state of Nevada and its Sheriff;

WITNESSETH

WHEREAS the parties hereto are experiencing increased interstate criminal activities in those areas adjoining the contiguous border between Placer County, California and Washoe County, Nevada; and

WHEREAS the parties acknowledge that criminal activities are being increasingly pursued without regard to geographical or political boundaries, thus requiring a higher level of mutual cooperation between law enforcement agencies; and

WHEREAS it is desirable that the parties hereto should voluntarily assist each other in combating interstate criminal activities through the interchange of law enforcement personnel, services, equipment, and facilities and through the expanded exercise of general law enforcement powers along the contiguous borders of Placer County, California and Washoe County, Nevada.

NOW THEREFORE, the parties hereto, in consideration of the recitals herein above set forth and the mutual covenants and terms herein below set forth, hereby agree as follows:

1. **STATUTORY AUTHORITY**

The Placer County Sheriff's Department is authorized by California Penal Code Sections 830.6 and 832.6 to appoint reserve or auxiliary deputy sheriff's with full "peace officer" authority as long as such reserve or auxiliary officer is working under the supervision of a California Peace Officer who possesses a basic certificate issued by the Commission on Peace Officers Standards and training. In addition, interstate cooperative agreements are authorized under California Government Code Sections 6500 et. Seq. The Washoe County Sheriff's Office is similarly authorized under Nevada Revised Statutes Sections 277.080 – 277.180.

2. **PURPOSE**

The purpose of this agreement is to obtain maximum efficiency in cooperative law enforcement operations. This goal can be accomplished through mutual cooperation

and assistance between jurisdictions pursuant to the interstate cross designation of peace officers under the terms of this agreement. For purposes of this Agreement, a cross designated officer is an officer employed by one party's jurisdiction who is providing services under a grant of authority in the other party's jurisdiction.

3. **GRANT OF PEACE OFFICER AUTHORITY**

- a. The Washoe County Sheriff's Office hereby agrees to grant State of Nevada peace officer status to selected law enforcement officers who are regularly employed by the Placer County Sheriff's Department. The Placer County Sheriff's Department hereby agrees to grant California peace officer status to selected law enforcement officers who are regularly employed by the Washoe County Sheriff's Office.
- b. All cross designated officers shall meet the following minimum requirements:
 - (1) Each cross designated officer shall be regularly employed as a law enforcement officer in a full-time capacity and, in that capacity, be directly supervised and controlled by one of the parties hereto;
 - (2) Each cross designated officer shall have completed the training and certification requirements of the state in which that officer is regularly employed; and
 - (3) Each cross designated officer shall be assigned to duties in Placer County, California or Washoe County, Nevada

4. **NOTIFICATION**

- a. Whenever a cross designated officer is to enter into the adjoining state in furtherance of the purposes and objectives of this agreement, the primary contact person for that department shall notify the designated primary contact person in the adjoining jurisdiction and shall provide the following information:
 - (1) The name or names of all cross designated officers entering the state;
 - (2) The nature of the law enforcement activity to be conducted in the adjoining jurisdiction, including a description of the criminal activity under investigation and, if practical, the names of any suspects;
 - (3) The anticipated date of entry and the estimated duration of the law enforcement activity.

- b. All requests for mutual aid shall be made to the Sheriff and/or designated representative of each party. No response to a request for mutual aid will be made by the other party unless the request for aid is made to and approved by the Sheriff or designated representative of the party being requested to respond.

5. **SUPERVISION**

- a. No cross designated officer shall be authorized to perform any law enforcement function in an adjoining state under the terms of this agreement unless the officer is acting under the supervision of a designated supervisory law enforcement officer in the adjoining state and who possesses a minimum training certificate issued by the training commission or agency of the adjoining state.
- b. The parties agree that the County with whom the cross designated officer is regularly employed shall retain the right to jointly control that officer's activities in the adjoining state, including, but not limited to, the right to terminate that law enforcement officer's activity at any time and to order the withdrawal of the cross designated officer to the original jurisdiction.

6. **COMPENSATION**

- a. Each party shall at all times be responsible for all compensation of any cross designated officer regularly employed by that party, including, but not limited to, wages, overtime wages, pension and retirement payments and benefits, workers compensation coverage, medical and life insurance, social security assessments, and any other benefits or assessments which apply to those employees when performing law enforcement responsibilities within the territorial limits of their respective political subdivision.
- b. No cross designated officer shall receive compensation from any party to this agreement for law enforcement services rendered pursuant to this agreement except for the party by whom the officer is regularly employed.

7. **INDEMNIFICATION AND HOLD HARMLESS**

- a. The county of Placer, California, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the County of Washoe, Nevada, its officers and employees against claims or losses resulting from the activities of any cross designated officer regularly employed by Washoe county as a law enforcement

officer, provided such cross designated officer is acting within the State of California under the supervision of the designated supervisory officer of the Placer County Sheriff's Department and is performing activities within the course and scope of his or her duties pursuant to this agreement.

The County of Washoe, Nevada, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the County of Placer, California, its officers and employees against claims or losses resulting from the activities of any cross designated officer regularly employed by Placer County as a law enforcement officer, provided such cross designated officer is acting within the state of Nevada under the supervision of the designated supervisory officer of the Washoe County Sheriff's Office and is performing activities within the course and scope of his or her duties pursuant to this agreement.

- b. Each party shall be entitled to separate legal representation at their own expense in any litigation which arises out of law enforcement activities conducted pursuant to this agreement. However, the parties may, in a particular case, agree to allow legal counsel for one party to defend the legal interest of any number of parties involved in the litigation.
- c. Each party shall, as soon as practicable, provide oral and written notification to all parties regarding any claims or potential liability.

8. WORKERS COMPENSATION

- a. Each party shall be responsible for providing complete workers compensation coverage in accordance with the laws of its jurisdiction for all employees receiving cross designated status under the terms of this agreement.
- b. It is specifically understood and agreed by the parties that any officer receiving cross designated status under this agreement shall only be considered an employee of the party with whom the officer is regularly employed, regardless of the duration of enforcement activity in the adjoining state and regardless of the degree or intensity of supervision exercised in the adjoining state by any other party. The parties further agree that the party with whom the cross designated officer is regularly employed shall retain the right to jointly control that officer's activities in the adjoining state, including, but not limited to, the right to terminate

the law enforcement officer's activity at any time and to order the withdrawal of the cross designated officer to the original jurisdiction.

9. **EQUIPMENT**

Each party shall be responsible for the provision, maintenance, and repair of all equipment, material, and supplies owned by that party, including, but not limited to, mileage costs, depreciation, damage, or destruction. Upon any termination of this agreement, all property not owned by the terminating party which is in its custody or possession shall be immediately returned to the party owning the property or to the party otherwise entitled to possession of the property.

10. **REPORTS, DISCOVERY, AND COURT APPEARANCES**

- a. Each party shall, as soon as practicable, exchange all available officers' reports relating to any interstate law enforcement activity arising out of this agreement; provided, however, that nothing in this agreement shall purport to waive, limit, or remove duties of confidentiality imposed or allowed by law;
- b. Each party agrees that all subpoenas issued at the request of a party, or any agent of the party, by any court or administrative agency to cross designated officers as a direct result of law enforcement activities performed pursuant to this agreement, shall be honored without regard to conformity with any out of state, statutory subpoena procedure. The out of pocket expenses associated with any such appearance shall be paid by the party responsible for issuance of the subpoena. Expenses associated with subpoenas issued by someone other than the party shall be paid by the person or legal entity responsible for issuance of that subpoena.


11. **DURATION – TERMINATION**

- a. Except as otherwise provided by laws governing the parties to this agreement, and subject to the termination provisions of subparagraph b, below, this agreement shall become effective immediately upon execution by both parties hereto.
- b. This agreement may be voluntarily terminated in whole or in part by any party upon written notice, delivery to all other parties not less than 30 days in advance of the contemplated termination.

12. **MISCELLANEOUS PROVISIONS**

- a. Appropriate officials of the parties may promulgate such written operational procedures as appropriate in implementation of this agreement.
- b. The agreement has been entered into solely for the benefit of the parties hereto and should not be construed as applicable to nor for the benefit of anyone who is not a party hereto.
- c. In the event of any asset forfeiture proceedings arising out of interstate law enforcement activity fostered by this agreement, the effective party shall agree to an equitable share of forfeiture proceeds based upon the relative manpower and equipment contributions of such parties.
- d. In the event an internal investigation is instituted to examine the activities of any officer performing duties under the terms of this agreement, the agency regularly employing that officer shall fully cooperate with the party conducting the investigation and the investigating party shall provide the results of such investigation to the party which regularly employs the investigative officer.

IN WITNESS WHEREOF, the parties hereto have given their respective consents and have executed this agreement by and through their agents or officers duly authorized on the day and year first above written.



EDWARD N. BONNER, SHERIFF
Placer County Sheriff's Department

DENNIS BALAAM, SHERIFF
Washoe County Sheriff's Office

CHAIRMAN
Placer County Board of Supervisors

CHAIRMAN
Washoe County Commission

ATTEST:

ATTEST:

Clerk of the Board

Washoe County Clerk

